Bruhat Bengaluru Mahanagara Palike

"CONSULTANCY SERVICES FOR PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR HERITAGE RESTORATION, RECONSTRUCTION AND DEVELOPMENT OF RUSSEL MARKET IN SHIVAJI NAGARA IN BENGALURU CITY"

REQUEST FOR PROPOSAL

O/o Executive Engineer (Project Central-4)
Bruhat Bengaluru Mahanagara Palike
Narasimharaja Square, Bengaluru -560002

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SECTION 1. LETTER OF INVITATION

NO: EE/PC-4/TEND/02/2024-25 Date: 24.03.2025

INVITATION FOR PROPOSAL (IFP)
(Short Term Notification)

(Through **Karnataka Public Procurement Portal** only)

1. The Executive Engineer (Project Central–4) on behalf of the Chief Commissioner, Bruhat Bengaluru Mahanagara Palike (BBMP), invites shortlisted applicants / Consultants, who are qualified & shortlisted in Pre-Qualification stage of tendering to submit their technical and financial bids during this stage i.e. Bid stage. The best design & Concept will be selected among the shortlisted participants by the Committee as formed by the Chief Commissioner under its sole discretion & the financial bid of best Concept so selected will only be opened for the work stated as in the table below.

Sl. No	Name of the Project	EMD (In Rupees)	Cost of Bid Document (in Rs.)	Time Period
1	"**CONSULTANCY SERVICES FOR PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR HERITAGE RESTORATION, RECONSTRUCTION AND DEVELOPMENT OF RUSSEL MARKET IN SHIVAJI NAGARA IN BENGALURU CITY** "	80000/-	As per Karnataka Public Procurement Portal	12 days

2. RFP Document may be downloaded from the Government of Karnataka Public Procurement Portal (KPPP) Website https://kppp.karnataka.gov.in from 24.03.2025 onwards under login of Consultants (Registered under E-Procurement, Government of Karnataka).
3. This BID STAGE evaluation will be based on the terms of the RFP document.
4. The RFP includes the following Documents.
   Section 1 – Letter of Invitation for RFP
   Section 2 – Information to Consultants
   Section 3 – Technical Proposal – Standard Forms
   Section 4 – Financial Proposal – Standard Forms
   Section 5 – Terms of Reference
   Section 6 – Standard form of Contract.
5. **Calendar of Events**
   - Availability of RFP Document: 24.03.2025 onwards.
   - Last date for receipt of queries is 01.04.2025 up to 17:30 Hrs in e-portal.
   - Date of Pre-Bid meeting at the office of Chief Engineer (Project Central): 02.04.2025 @ 15.00 hrs.
   - Last Date for submission of Proposals: 07.04.2025 up to 17.30 hours.
   - Date of Opening of Proposals: 09.04.2025, 11.30 hours.

2. Consultants may obtain further information at the Office of O/o Executive Engineer (Project Central -4), Annexe-2 building, N.R Square, Bengaluru-560002**,** Tel: 9480685170, on any working day during working Hours.

3. Pre-Bid meeting will be held on 02.04.2025 at 15.00 hrs queries about the tender documents, if any, shall be submitted in writing/email before 01.04.2025.

4. The conditional proposals will be rejected.
5. Before Submission of Online Application, Consultants must ensure that Scanned Copies of all thenecessary Documents have been attached with the Application.
6. All the Informations required must be filled and submitted online.
7. The proposal will remain valid for a period of 90 days after the deadline date of submission.
8. The BBMP reserves the right to reject any or all the proposals without there by incurring any liability or Obligation to inform the consultants of the reasons for such action.
9. Corrigendum/Modification/Corrections, if any, will be published in the Karnataka Public Procurement Portal only.
10. The Consultants should submit 2 sets of Physical copies of all documents uploaded in KPP portal to the office of undersigned before last date of submission i.e. by 07.04.2025.
11. Any other details can be seen in the RFP documents.

Executive Engineer
Project Central -4
Bruhat Bengaluru Mahanagara Palike

Copy Submitted to:

1. Personnel Secretary to Hon'ble Administrator to bring into the kind notice of the Hon'ble Administrator.
2. Hon'ble Chief Commissioner for kind information.
3. Special Commissioner (Projects)/Special Commissioner (Finance) for kind information
4. Chief Engineer (Project Central/RI/East/West/South/Dasarahalli/Yelahanka/Bommanahalli/ RR Nagara/Lakes/OFC/SWM/SWD/TVCC) for kind information
5. Superintendent Engineer (Project Central/RI/East/West/South/Dasarahalli/Yelahanka/ Bommanahalli/RR Nagara/Lakes/OFC/SWM/SWD/TVCC) for kind information
6. CAO / CFO for kind information.
7. I. T. Advisor with a Request to publish the same in the BBMP Website.
8. Public Relation Officer, BBMP for information and to publish in two leading National Newspapers in Kannada and English.
9. Notice board & Office Copy.

1 INTRODUCTION

1.1 Background

Bruhath Bengaluru Mahanagara Palike (BBMP) has envisaged the development of Russel Market, Shivajinagara, Bengaluru to promote Market infrastructure to facilitate the best use of selling space, its relationship to traffic circulation and parking & disposal of waste generated.

Brief particulars of the Project are as follows:

Russel Market is a commercial hub of Shivajinagara which sells variety of commodities including Vegetables, Flowers, Fruits, Meat, Fish, Toys, etc. The market was established about in 1927 to 1933 and is in dilapidated condition & overcrowded due to wholesale and retailing. The facility that exists thereon is inadequate to meet the present requirements. Moreover, the public / traders visiting the market is enormous, resulting to choking of roads with traffic congestion and overcrowding in and around market area. Hence, due to which the necessity for establishing new wholesale markets was ideated which needs proper Re-Construction as per latest green building concepts. Hence, BBMP in the capacity of Employer had invited the Request for Qualification proposals to undertake:

"RFP for Selection of Consultant for Preparation of Detailed Project Report for Reconstruction and Development of Russel Market at Shivajinagara in Bengaluru City".

Accordingly, BBMP has carried out pre-qualification process and short-listed suitable Applicants based on their Technical & Financial capabilities (the **"Bidders"**)who will be eligible for participation in this "Bid Stage", for awarding the Project through an open competitive bidding process in accordance with the procedure set out in RFQ.

The detailed scope of services is provided in the Terms of Reference.

1.2 Objective:

The main objective of the assignment is for construction of modernized market considering the technical, financial, legal, regulatory, environmental and social aspects, in the area identified. The consultants to.:

a) Prepare a Feasibility Reports,

b) Prepare Detailed Project Reports and

c) Prepare tenderable Bid Documents along with Working Drawings.

The details of Scope of work is described in Terms of Reference.

1.3 Brief Description of Bidding Process The BBMP has adopted a two-stage Bidding process for selection of the Bidder for award of the Project. The first stage (the **"Pre-Qualification Stage"**) of the process involves qualification of interested Consultant who make an Application/Proposal in accordance with the provisions as per RFP based on Technical & Financial Capabilities which is completed.

1.3.1 Based on their Technical & Financial Capabilities the Employer has short listed the eligible & Pre qualified Consultant / Applicants who shall participate in this second stage of the Bidding Process i.e. (the **"Bid Stage"**)

comprising Request for Proposals (the **"Request for Proposals" or "RFP"**).

1.3.2 In this stage of Bidding, ie "BID STAGE" i.e Second stage tender which is a RESTRICTED TENDER to only those Applicants / Bidders who are qualified in "PRE_QUALIFICATION STAGE", are required to furnish the requisite EMD (Earnest Money Deposit) information specified in this RFP. The Applicants are advised to visit the Project sites once again and familiarise themselves with the on-ground conditions before participating in the "BID STAGE".

1.3.3 BID STAGE will be evaluated as per the Technical & Financial Capabilities described in this RFP. Consultants are required to fulfill all the parameters to qualify as successful Bidder.

1.3.4 In this Bid Stage, the Bidders have to submit their Technical Presentations & financial offers (the **"Bids"**) in accordance with the RFP. The Contract agreement documents will form both RFQ & RFP and collectively the **"Contract Agreement"**

1.3.5 The Bid shall be valid for a period of 90 days after the date of submission.

1.3.6 All the bidders are required to give their Presentations as described in RFP & the best Concept design will be selected by the Committee as formed by the Chief Commissioner under its sole discretion & Evaluated in the form of Highest Scored Consultant & financial bid of **highest scorer** will only be opened.

1.3.7 In this Bid Stage, Bidders are invited to examine the Project in greater detail and to carry out, at their cost, such studies as may be required for submitting their respective Technical Presentations & Financial Bids along with Presentations as & when called for before the award of the Contract.

1.3.8 Any queries or request for additional information concerning this RFP shall be submitted through KPP portal or by e-mail eeprojectscentral4@gmail.com so as to reach the officer designated by the specified date. The communications shall clearly bear the following identification/ title:

"Queries/ Request for Additional Information: RFP for selection of Consultant for preparation of Detailed Project Report (DPR) for Heritage Restoration, Reconstruction and Development of Russel Market in Shivajinagara in Bengaluru City.

1.4 PRE-BID MEETING FOR RFP

The date, time and venue of the Pre-Bid meeting shall be Date: 02.04.2027 Time: 15.00 Hrs , Venue: Office of the Chief Engineer (Projects Central), 4th Floor, Annexe -3 Building, BBMP Head Office Premises, Narasimharaja Square, Bengaluru-560002.

Section 2. Information to Consultants

1. INTRODUCTION

1.1 The Employer named in the "Data Sheet" shall select a Firm among those who have been Pre-Qualified & submit the Proposals (Technical Presentations and Financial Proposal) for the Assignment mentioned in the Data Sheet, in accordance with the Method of Selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Presentations and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet.The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the Employer's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Employer before submitting a Proposal, and to attend a pre-bid meeting as specified in the Data Sheet. Attending the pre-bid meeting is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Employer will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports.

1.6 The costs of preparing the proposal and of negotiating the contract, including a visit to the Employer, are not reimbursable as a direct cost of the Assignment; and (ii) the Employer is not bound to accept any of the Proposals submitted.

1.7 Bruhat Bengaluru Mahanagara Palike (BBMP) expects consultants to provide professional, objective, and impartial advice and at all times hold the Employer's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other Employers, or that may place them in a position of not being able to carry out the assignment in the best interest of the Employer.

1.7.1 Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

(a) A firm which has been engaged by the Employer to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their

affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a Continuation of the firm's earlier consulting services) for the same project.

(b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

1.7.2 As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Employer whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is BBMP's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the BBMP:

(a) defines, for the purposes of this provision, the terms set forth below as follows:
  (i) "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BBMP, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive BBMP of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded BBMP -financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a BBMP-financed contract; and

(d) will have the right to require that, BBMP to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by BBMP.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOK/BBMP in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. Clarification and Amendment of RFP Documents

2.1 The Consultant may request a Clarification of any Item of the RFP Document upto the number of days indicated in the Data Sheet before the Proposal Submission Date. Any request for clarification must be sent either by Email or in writing to reach the designated office within the date specified in Data Sheet including a Description of the Query.

2.2 At any time before the Submission of Proposals, the Employer may, for any reason, whether at its own initiative or in response to a Clarification requested by a Prospective Firm, modify the RFP Document by Amendment. Any Amendment shall be issued in writing through Addenda. Addenda shall be displayed in the KPP–Procurement Portal Website. The Employer may at its own discretion extend the Deadline for the Submission of Proposal.

3. Preparation of Proposal

3.1 Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

Technical Proposal / Presentations.

3.2 In preparing the Technical Proposal / Presentatation, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.3 While preparing the Technical Proposal / Presentations, consultants must give particular attention to the following

(i) Joint Venture is not allowed.
(ii) Brief Introduction of organisation along with its Key-Professionals as per RFQ.
(iii) Detailed analysis of existing facilities & demand, condition of structure & proposal to retain the Heritage & further development in line with GREEN BUILDING CONCEPT.
(iv) A thorough Concept plan covering all aspects including SPACE UTILISATION ANALYSIS, PARKING, LOADING/UNLOADING, COLD STORAGE, SOLID WASTE MANAGEMENT & DISPOSAL, CONNECTIVITY, REST ROOMS, WATER LOGGING/DRAINAGE, etc. & studies carried out in arriving the Concept.
(v) Scope of work & all other details are briefed in Terms of Reference.
(vi) Technical proposal like Concept Plan, Basic features can be uploaded in KPP portal & no need of uploading presentations in portal.
(vii) All the bidders are required to give their Presentations before the Committee as formed by the Chief Commissioner under its sole discretion & the presentations will be evaluated in the form of Highest Scored Consultant & financial bid of highest scorer will only be opened.
(viii) The Request for Qualification (RFQ of 1st Stage Pre-Qualification Tender) will also be part of Tender / Agreement.

3.4 The Technical Proposal should provide the following information using the attached Standard Forms:

Already covered in RFQ.

3.5 The Technical Proposal shall not include any financial information.

Financial Proposal

3.6 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow

Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursables such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.7 Consultants shall express the price of their services in Indian Rupees.

3.8 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the consultant is expected to keep available the key professional staff proposed for the assignment. The Employer will make its best effort to complete negotiations within this period. If the Employer wishes to extend the validity period of the proposals, the consultants who do not agree have the right not to extendthe validity of their proposals.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The Electronic Tendering System for the Assignment comprises of (i) Technical Proposal / Presentations and (ii) Financial Proposal. The Proposals must be electronically submitted (online through Internet) within the Date and Time published in e – Procurement Portal. Downloading of tender documents, submission of proposal all will be through Government of Karnataka Karnataka Public Procurement Portal website under (https://kppp.karnataka.gov.in/#/portal/portal-home) login. Consultants must get themselves registered, acquainted and trained on the procedure of participating in Karnataka Public Procurement Portal (https://kppp.karnataka.gov.in/#/portal/portal-home).

4.2 The Proposals shall contain no Alterations or Additions, except those to comply with Instructions issued by the Employer that are duly incorporated.

4.3 Each Page uploaded pertaining to the Consultant's Eligibility Criteria, Essential Conditional Criteria, Financial Criteria Documents, etc. shall be duly signed and sealed by the Consultant or a Person or Persons duly authorised to sign on behalf of the Consultant. Such Authorisation shall be indicated by a Written Power – of – Attorney accompanying the Proposal. The Corrections, if any, shall be made by striking of and shall be initialed with date.

4.4 No Physical Documents shall be considered. All the Participants shall produce all the Original Documents for Verification whenever necessary.

4.5 Any Consultancy Firm / Company trying to submit the Proposal after Deadline will not be accepted in the e – Procurement.

4.6 Financial Proposals will not be opened until Technical Evaluation has been completed and the Result approved and notified to all Consultants.

4.7 **Earnest Money Deposit**

4.7.1 The Consultants shall furnish, as part of his tender, Earnest Money Deposit (EMD) in the amount as mentioned in Letter of Invitation for this particular Work. Further,

EMD Amount Rs. 80,000/- (Rupees Eighty thousand only) shall be paid in the e – procurement portal using any of the following modes.

1.1.a. Credit Card.
1.1.b. Direct Debit.
1.1.c. National Electronic Fund Transfer (NEFT).
1.1.d. Over the Counter (OTC).

NEFT Payment Procedure

If a Consultants chooses to make Payment of EMD / Tender Processing Fee using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) System, the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the NEFT Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number, Account Details of Government of Karnataka and the Amount to be remitted. The Tenderer shall submit the Printed Challan to its Bank Branch (NEFT enabled) and request for an Account – to – Account Transfer, wherein the money will get transferred from the Tenderer's Bank Account to GOK's Bank Account. The Tenderer shall ensure that NEFT Transfer Instructions are executed and the Funds are wired to the Government of Karnataka's Principal Account before the Last Date for Bid Submission and preferably 24 hours before the Last Date for Bid Submission. If the Tenderer's Bank transfers / wires the money after the Last Date for Bid Submission, the Tenderer's Bid will be liable for rejection. Upon executing the Transfer, the Tenderer's Bank will provide a Reference Number generated by NEFT Software as Confirmation of Transfer, which has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission. The Account Number from which the Funds were transferred shall be input in the e – Procurement System as part of its Bid also.

OTC Payment Procedure

If a Consultants chooses to make Payment of EMD / Tender Processing Fees Over The Counter (OTC) in any of the designated ICICI Bank Branches listed in the e – Procurement Website (www.eproc.karnataka.gov.in), the Tenderer will need to log into e – Procurement System, access the Tender for which Bid is being created and then select the OTC Option under the Payment Section and print the Challan shown in that Section. The Printed Challan will have the Unique Bid Reference Number and the Amount to be remitted along with the Challan. The Tenderer can choose to make the Payment either in the form of Cash or in the form of Demand Draft. Cheque Payments will not be accepted. The Tenderer is requested to specifically inform the Bank Officer to input the Unique Bid Reference Number printed in the Challan in the Banking Software. Upon successful Receipt of the Payment, the Bank will provide a 16 Digit Reference Number acknowledging the Receipt of Payment. This 16 Digit Reference Number has to be input by the Tenderer in the Payment Section of its Bid as Payment Confirmation before the Bid is submitted i.e. as a pre requisite for Bid Submission.

4.7.2 EMD Amount shall be submitted by the Consultants taking into account of the following Conditions.

a. EMD for Rs. 80,000/- (Rupees Eighty thousand only) shall be accepted only in the form of Electronic Cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Government's Central Pooling Account at ICICI Bank until the Work is awarded

b. The Consultants Bid will be evaluated only on Confirmation of Receipt of the Payment of EMD as indicated in Sub Clauses 4.7.1 and 4.7.2.

4.7.3 Any Proposal not accompanied by an acceptable EMD as indicated in Sub Clause 4.7.1 and 4.7.2 above shall be rejected by the Employer as Non-Responsive.

4.7.4 The Earnest Money Deposit of the Unsuccessful Consultants will be returned within 45 days of the end of the Proposal Validity Period as specified in the Data Sheet.

4.7.5 The Earnest Money Deposit of the Successful Consultant will be discharged only when the Consultant has signed the Agreement and furnished the required Performance Security.

4.7.6 The Earnest Money Deposit may be forfeited

4.7.6.1 If the Consultant withdraws the Proposal after Proposal Opening during the Period of Proposal Validity;

4.7.6.2 If the Consultant does not accept the Correction of the Price, pursuant to Clause 5.6; or

4.7.6.3 In the case of a successful Consultant, if the Consultant fails within the specified time limit to

4.7.6.4 Sign the Agreement; or

4.7.6.5 Furnish the required Performance Security.

4.8 The Last Date and Time including Hours, Minutes and Seconds for Submission of the Proposal will be mentioned in the e- procurement Portal. The Proposal will disappear automatically immediately after the Time of Submission is elapsed.

4.9 Consultant may modify Contents of their Technical Proposal or Financial Proposal before the Deadline for Proposal Submission mentioned in the Portal.

4.10 Consultant may withdraw their Proposals by canceling his Proposal on the Portal only before the Deadline for Proposal Submission mentioned in the Portal.

4.11 No Proposal may be modified and withdrawn after the Deadline for Submission of Proposal.

5. PROPOSAL EVALUATION

General

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Employer on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Employer in the Employer's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

Evaluation of Technical Proposals

5.3 The Evaluation Committee appointed by the Employer as a whole and each of its Members individually evaluates the Proposals on the Basis of their Responsiveness to the Terms of Reference, applying the Evaluation Criteria, Sub Criteria (typically not more than three per criteria) and Point System specified in the Data Sheet. Each Responsive Proposal shall be given a Technical Score (TS). A Proposal shall be rejected at this stage if it does not respond to Important Aspects of the Terms of Reference or if it fails to achieve the minimum Technical Score indicated in the Data Sheet.

Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the Evaluation of all the Technical Proposals are completed, the Employer shall display in the e–Procurement Website the Name of those Consultants whose Proposals did not meet the minimum Qualifying Mark or were considered Non Responsive to the RFP and Terms of Reference, indicating that their Financial Proposals shall not be opened. The Employer shall simultaneously display in the e – Procurement Website the Names of the Consultants that have secured the minimum Qualifying Mark.

5.5 The Financial Proposal shall be opened publicly in the presence of the Consultants' Representatives who choose to attend. The Name of the Consultant, the Technical Scores and the proposed Prices shall be read aloud and recorded when the Financial Proposals are opened. The Employer shall prepare Minutes of the Public Opening.

5.6 The Evaluation Committee will determine whether the Financial Proposals are complete, (i.e. whether they have costed all Items of the corresponding Technical Proposals, if not, the Employer will cost them and add their cost to the initial price), correct any Computational Errors.

5.7 The Employer will select the Quality Based Highest Score Proposal among those that have passed the Minimum Technical Score. The Quality Based Highest Score Consultant's Financial Bid only will be opened & shall be invited for Negotiations.

6. NEGOTIATIONS

6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

6.2 Negotiations will include a Discussion of the Technical Proposal, the Proposed Methodology (Work Plan), Staffing and any Suggestions made by the Firm to improve the Terms of Reference. The Employer and Consultant will then work out Final Term of Reference, Staffing and Bar Charts indicating Activities, Staff, Periods in the Field and in the Home Office, Staff Months, Logistics, and Reporting. The Agreed Work Plan and Final Terms of Reference shall then be incorporated in the "Description of Services" and form part of the Contract. Special Attention shall be paid to get the most the Consultant can offer within the available budget and to clearly defining the Inputs required from the Employer to ensure satisfactory implementation of the Assignment.

6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

6.4 Having selected the Consultant on the basis of, among other things, an Evaluation of Proposed Key Professional Staff, the Employer expects to negotiate a Contract on the basis of the Experts named in the Proposal. Before Contract Negotiations, the Employer shall require Controls that the Experts shall be actually available. The Employer shall not consider Substitutions during Contract Negotiations unless both Parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the Objectives of the Assignment. If this is not the case and if it is established that Key Staff offered in the Proposal was without confirming their availability, the Consultant may be disqualified.

6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Employer and the Consultant will initial the agreed contract. If negotiations fail, the Employer will invite the firm who has quoted the second lowest price for negotiations. The process will be repeated till an agreed contract is concluded.

7. AWARD OF CONTRACT

7.1 The Contract will be awarded following Negotiations. After Negotiations are completed, the Employer will promptly notify other Consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those Consultants who did not pass the Technical Evaluation (sub para 5.3).

7.2 The Consultant is expected to commence the Assignment on the Date and at the Location specified in the Data Sheet.

8. CONFIDENTIALITY

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the Successful Consultant has been notified that it has been awarded the contract.

9. Performance Security

9.1 Within 7 days of Receipt of the Letter of Acceptance, the Successful Consultant shall deliver to the Employer a Security Deposit in any of the forms given below for an Amount equivalent to 5% of the Contract Price.

9.2 Banker's Cheque/ Demand Draft / Pay Order in favour of "The Chief Commissioner", Bruhat Bengaluru Mahanagara Palike, Bengaluru payable at Bengaluru or

9.3 A Bank Guarantee in the Form given in Appendix F.

9.4 Fixed Deposit Receipt (FDR) pledged in the name of "The Chief Commissioner", Bruhat Bengaluru Mahanagara Palike, Bengaluru.

9.5 If the Security Deposit is provided by the Successful Tenderer in the form of a Bank Guarantee, it shall be issued either by a Nationalized / Scheduled Bank.

9.6 The Security Deposit if furnished in Demand Draft can, if requested, be converted to Interest Bearing Securities at the Cost of the Consultant.

9.7 Failure of the Successful Consultant to comply with the Requirements of Sub Clause 9.1 shall constitute Sufficient Grounds for Cancellation of the Award and Forfeiture of the Earnest Money Deposit.

10. Conflict of Interest

10.1 Conflict of Interest for a Consultant is defined as

10.2 The Team Members of the Consultant should not have been employed (as an Employee) by any City or State Level Government Agency during the last 5 years preceding this Contract in Karnataka.

10.3 Any Consultant black listed or debarred by the Government of India / any State government / any other Organisations would not be eligible for Appointment as Consultant.

DATA SHEET

Information to Consultants

Clause Reference

1.1 The Name of the Employer : **The Chief Commissioner**
Bruhat Bengaluru Mahanagara Palike
Bengaluru

The Method of Selection : Quality Based (Highest Scorer) Selection. **(QBS)**.

1.2 A Technical Proposal and a Financial Proposal are requested: **Yes**.

The Name, Objectives and Description of the Assignment are: **"CONSULTANCY SERVICES FOR PREPARATION OF DETAILED PROJECT REPORT (DPR) FOR HERITAGE RESTORATION, RECONSTRUCTION AND DEVELOPMENT OF RUSSEL MARKET IN SHIVAJI NAGARA IN BENGALURU CITY "**

The Assignment is phased: **No**.

1.3 A Pre Bid meeting will be held: **Yes**. Date : 02-04-2025 at 15.00 hrs
It will be held at the **Office of the Chief Engineer, Project Central, Bruhat Bengaluru Mahanagara Palike, N. R. Square, Bengaluru – 560 002**.

The Name (s), Address (es) and Telephone No. (s) of the Employer's Official (s) are:
Executive Engineer
Projects-Central– 4,
Annex-2 Building, NR Square, BBMP head office premises,
Bruhat Bengaluru Mahanagara Palike,
Bengaluru-560002.

1.4 The Employer shall provide the following Inputs: RFQ describes all. Further, **Basic Information**.

1.5 The Employer envisages the need for continuity for any Downstream Work: **No**.

1.6 The Clauses on Fraud and Corruption in the Contract are **Sub Clause 2.7.1 of General Conditions of Contract**.

2.1 Clarifications may be requested **prior to Pre- Bid meeting before the submission date through e – Procurement Website only**.

3.1 Proposals should be submitted in the following Language(s): **English**.

3.2 (i) Deleted.
(ii) The Estimated Number of Key Professional Staff Months required for the Assignment is to be furnished by Consultant based on the Scope of Work.
(iv) The Minimum Required Experience of Proposed Key Professional Staff is:

- As per RFQ

(v) Reports which are part of the Assignment must be written in: **English**.

3.3 (vii) Training is an important Feature of this Assignment: **No**.
(viii) Additional Information in the Technical Proposal includes: **Nil**.

3.4 Proposals must remain valid **90** Days after the Proposal Submission Date.

3.5 Consultants must submit an original and one additional copies of each proposal.

3.6 The proposal submission address is: E-procurement portal KPPP https://kppp.karnataka.gov.in

3.7 Proposals must be submitted no later than the following date and time: deleted

3.8 The Address to send Information to the Employer: **The Executive Engineer, Project Central –4, Bruhat Bengaluru Mahanagara Palike, N. R. Square, Bengaluru – 560 002**.

3.9 The Numbers of Points to be given under each of the Evaluation Criteria are:

SI No	Description	Points
(i)	Specific Experience of the Consultant related to the Assignment of Similar Nature in last 5 years	5
(ii)	Adequacy of the proposed work plan and methodology in responding to the TOR i.e the Presentation by PPT.	25
(iii)	Qualification and Relevant Experience of the Key Professional Staff for the Assignment	55
(iv)	Task Assignment, Manning Schedule, Work Plan	15
	Total	**100**

The Numbers of Points to be given for Qualifications and Competence of the Key Professional Staffs for the Assignment are

SI No	Description	Points
(i)	General Qualification, Educational Qualification Experience in Civil Consultancy Field Experience in Structural Design in Buildings	65
(ii)	Adequacy for the Project Experience in Project Management Consultancy for Buildings	30
(iii)	Experience in Region and Language Knowledge in Kannada and English Language	5
	Total	**100**

The Highest scorer will be selected on Quality Based Selection criterion & the Financial Bid of Highest Scorer consultants will only be opened. The minimum Technical Score or Cut off score required for passing: **75 Points.**

As Highest scorer is selected, there will be no opening of financial bid any other Bidder even though they have scored more than 75 points. Hence, no weightage for Financial proposals. However, the Negotiation process is open with Highest scored Consultant.

3.10 The Address for Negotiations is: **The Executive Engineer, Project Central – 4, Bruhat Bengaluru Mahanagara Palike, N. R. Square, Bengaluru – 560 002**.

3.11 The Assignment is expected to commence **immediately at Project Location**.

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Consultant's references.

3C. Comments and suggestions on the Terms of Reference and on data services, and facilitiesto be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

3E. Team composition and task assignments.

3F. Format of Curriculum Vitae of proposed key professional staff.

3G. Time schedule for professional personnel.

3H. Activity (work) schedule.

3A. TECHNICAL PROPOSAL SUBMISSION FORM

ALREADY PART OF RFQ

3B. CONSULTANT'S REFERENCES

ALREADY PART OF RFQ

3C. COMMENTS AND SUGGESTIONS OF CONSULTANTS ON THE TERMS OF REFERENCE AND ON DATA,SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT

ALREADY PART OF RFQ

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

ALREADY PART OF RFQ

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

ALREADY PART OF RFQ

3F. FORMAT OF CURRICULUM VITAE (CV) FORPROPOSED KEY PROFESSIONAL STAFF

ALREADY PART OF RFQ

3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

ALREADY PART OF RFQ

3H. ACTIVITY (WORK) SCHEDULE

ALREADY PART OF RFQ

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal submission form

4B. Summary of costs.

4C. Breakdown of costs.

4A. FINANCIAL PROPOSAL SUBMISSION FORM

Deleted, Submission through E-Procurement only.

4B. SUMMARY OF COSTS

Deleted, Submission through E-Procurement only.

4C. BREAKDOWN OF COSTS (RS)

Deleted, Submission through E-Procurement only.

SECTION 5. TERMS OF REFERENCE

Terms of Reference normally contain the following sections:

1. BACKGROUND
2. A CONCISE STATEMENT OF OBJECTIVES
3. AN OUTLINE OF THE TASKS TO BE CARRIED OUT
4. SCHEDULE FOR COMPLETION OF TASKS
5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT
6. FINAL OUTPUTS (i.e., REPORTS, DRAWINGS, etc.) THAT WILL BE REQUIRED OF THECONSULTANT
7. COMPOSITION OF REVIEW COMMITTEE TO MONITOR CONSULTANTS WORK
8. PROCEDURE FOR REVIEW OF PROGRESS REPORTS, INCEPTION, STATUS, FINAL DRAFTAND FINAL REPORTS
9. **LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED. (This should be same as indicated in Clause 3.3 (iv) of Data Sheet to Information toConsultants.)**

TERMS OF REFERENCE

5.1 BACKGROUND

BBMP has taken up an ambitious plan of development of Russel Market, Shivajinagara, Bengaluru to promote Market infrastructure to facilitate the best use of selling space, its relationship to traffic circulation and parking & disposal of waste generated.

Hence, BBMP in the capacity of Employer invites proposals to undertake : "RFP for Selection of Consultant for Preparation of Detailed Project Report for Reconstruction and Development of Russel Market at Shivajinagara in Bengaluru City".

Scope of work which will be part of RFP is described below.

5.2 Objective :-

The main objective of the assignment is for construction of modernized market considering the technical, financial, legal, regulatory, environmental and social aspects, in the area identified area. The responsibilities of successful consultants are:

a) Prepare a Feasibility Reports,
b) Prepare Detailed Project Reports and
c) Prepare tenderable Bid Documents.

1. SCOPE OF WORK

2.

3. Condition Assessment & Documentation

3.1 Condition Survey and structural analysis: Detailed inspection, NDT & other tests to understand the building's structural stability, materials, and damages. Assess the current structural condition of the market through an audit. Understand the life of the current structure and reusable materials.

3.2 Historical Documentation: Study of original plans, photographs, and documentation of architectural details and materials. Evaluate the heritage significance of Russel Market to identify elements worth conserving. Collaborate with heritage conservationists to integrate cultural aspects into the redevelopment plan.

3.3 Site Survey & Documentation: Conduct a detailed topographical survey to document existing structures, layouts, utilities, and surrounding infrastructure.

3.4 Market Survey: Conduct a 24 hour market survey to understand the workings of the market and goods. Conduct interviews and surveys to understand the economics of the market and its feasibility.

3.5 Stakeholder Engagement: Conduct consultations with traders, shoppers, BBMP officials, and local residents to understand needs, challenges, and aspirations.

3.6 To study the existing throughputs at Russel Market and neighboring markets of Bengaluru and project the vegetables, fruits, Meat, Fish, etc. throughputs for a horizon period of 40-50 years, taking account for demographic factors.

3.7 To study the demand for support services, like, weighing, storage, sorting and grading etc.

1) To study demand for service associated with wholesale marketing of vegetables, flowers, fruits, Meat, Fish, etc. and has significant revenue generation potential for the future.
2) Examine the suitability of sites proposed by the BBMP for the markets with respect to Technical (land, traffic, Development control norms), Financial, Social (acceptability to users and neighbours) and Environmental aspects. Suggest improvement/modifications as required to make the sites suitable for construction of the facilities.

3) The Feasibility Report shall be prepared as per the Bruhath Bengaluru Mahanagara Palike (BBMP) requirements. Value for Money (VFM) analysis has to be done as per BBMP requirement.

3.8 **Site Analysis and Assessment**

3.9 Collection of relevant data from the concerned other/departments regarding present and proposed planned development within the influence area of the site.

3.10 SWOT (strengths, weaknesses, opportunities, and threats) of site, constraints, and characteristics of surrounding development and assessment of attractiveness of the site especially in respect of proposed development and commercial potential, which shall inter-alia, include all factors that may have an impact on the development potential.

3.11 Study the requirements of overall accessibility including approach roads with regard to the proposed layout, optimum space requirements for various time horizons of the wholesale market in a Phased manner with other support infrastructure facilities such as cold storage, weigh bridge, communication centres, parking facilities, a non-conflict vehicle & pedestrian circulation plan for the proposed market and suggest methods to provide them along with their costs. The entrance and exit facilities for the vehicles with reference to the nearby main roads are to be suitably planned and provided.

3.12 Conduct project site survey which would include verification of site details submitted by the BBMP, if any and conducting fresh survey to determine the extent that is absolutely required for the project.

3.13 The consultant is also required to conduct adequate topographic surveys, level survey as required and geo-technical surveys including borehole tests to arrive at design parameters for the safe bearing capacity and other parameters as per IS/IRC requirements.

3.14 **Market Survey and Research**

3.15 Getting feedback from players who are active in market about envisaged development mix and their marketability.

3.16 Likely Impact of other major projects in the vicinity.

CONCEPT DEVELOPMENT

3.17 **Design Vision**: To Establish a vision that balances the market's commercial vibrancy, heritage, and functional needs.

3.18

3.19 Incorporate modern design principles with **green building concepts.**

3.20 **Traffic and Circulation Plan**: Develop strategies for decongesting traffic, improving pedestrian access, and optimizing parking facilities.

3.21 Propose multi-level parking solutions integrated with market operations.

3.22 **Waste Management Plan**

3.23 Based on the demand above, to configure the project components and estimate their sizes and capacities (e.g. Warehouses, Sort/grade area, weighing area, Auction bays/ office area, vehicle parking yard, cold storage facilities, display boards, water & sanitation facilities, garbage disposal facilities, storm water drains, solar plant, other modern amenities, etc., with green concepts)

3.24 Highlight of any major structural/ civil/ otherwise impediment in construction

3.25 Component wise broad project costing with necessary phasing.

DETAILED DESIGN DEVELOPMENT

3.26 MARKET LAYOUT:

3.27 Redesign selling spaces to optimize functionality and circulation.

3.28 Allocate zones for wholesale, retail, and specialty products (e.g., flowers, fish, meat).

3.29 INFRASTRUCTURE UPGRADES:

3.30 Modernize utilities, including water supply, drainage, fire safety, and electrical systems. Ensure accessibility by incorporating ramps, elevators, and clear pathways.

3.31 GREEN BUILDING FEATURES:

3.32 Use energy-efficient lighting, rainwater harvesting, and renewable energy (e.g., solar panels).

3.33 Implement sustainable materials for construction.

3.34 STRUCTURAL STRENGTHENING: FOUNDATION REPAIR & REINFORCEMENT:

3.35 Stabilize and reinforce the foundation if compromised.

3.36 **Structural Repairs**: Reinforce beams, columns, and load-bearing walls using historically accurate materials.

3.37 PRESERVATION OF ARCHITECTURAL FEATURES

3.38 Restoration of Facades: Clean and repair facades using traditional techniques and materials to maintain original aesthetics.

3.39 Detailing & Ornamentation: Recreate or restore decorative elements like moldings, carvings, and ironwork with precision.

3.40 **Doors & Windows**: Repair or replicate original doors and windows to maintain the aesthetic and integrity of the building.

3.41 MODERN UPGRADES FOR FUNCTIONALITY & COMPLIANCE

3.42 Electrical & Plumbing Upgrades: Install or replace systems with minimal disturbance to the original structure.

3.43 HVAC Systems: Design climate control systems that are minimally invasive yet effective for the building's needs.

3.44 **Fire Safety & Accessibility:** Update for fire safety compliance, exit access, and accessible design, while preserving historical elements.

3.45 The consultant shall do necessary study for FUTURE parking use for designing of parking and lift etc and shall submit those calculations to justify need of service

3.46 INTERIOR REFURBISHMENT

3.47 Flooring Restoration: Refinish or replace flooring

3.48 Walls & Ceilings: Restore original walls and ceiling treatments, including any murals, stenciling, or finishes.

3.49 **Furnishings & Fixtures:** Use period-appropriate furniture and fixtures, where possible.

3.50 LANDSCAPING & EXTERIOR UPGRADES

3.51 Landscape Restoration: Restore gardens, pathways, and other landscaping elements.

3.52 Exterior Lighting: Install discreet, energy-efficient lighting to highlight architectural details without overwhelming them.

3.53 Signage & Wayfinding: Design signage that is both functional and compatible with the heritage aesthetic.

FINANCIAL ANALYSIS, STRUCTURING AND MARKETING STRATEGY

3.54 BROAD ESTIMATION OF CONSTRUCTION COST OF PROPOSED BUILT-UP AREA AND PROJECTED LEASE RENTALS/RETURNS ON VARIOUS TYPE OF FACILITIES/COMMERCIAL SPACES PROPOSED (E.G. WHOLESALE MARKETING AREAS, , RESTAURANTS, NIGHT SHELTERS WITH WASH ROOMS, IDEAL PARKING AREA, ETC.) ON THE BASIS OF RECENT TRANSACTIONS/ PREVAILING MARKET TREND AND RATES IN THAT PARTICULAR LOCALITY.

3.55 To undertake a detailed financial analysis with appropriate methods for arriving at the profitability parameters, for example:

3.55.1 NPV analysis

3.55.2 Internal Rate of Return (IRR)

3.55.3 Return of Investment (ROI)

3.55.4 Payback Period etc

3.56 Financial Analysis, Structuring and Marketing Strategy

3.57 Impact of Marketing Phasing on Construction & Infrastructure Development Phasing

3.58 Based on absorption capacity of product the proposal for Construction, Infrastructure Development & Transportation Phasing, various models for enabling infrastructure development & common areas, with minimum expenditure and maximizing returns.

3.59 To prepare necessary (atleast three) 2D and 3D concepts and views for the various options suggested

3.60 Operation & maintenance models vs level of utility, type of facility selection

4 FINAL FEASIBILITY REPORT

4.1 Separate Final Feasibility Reports shall be submitted for project location consisting of all the above, with detailed concept plan (atleast 3) with necessary 2D & 3D views (consisting of plan, elevations, etc.,), block cost estimate for each of the concept, etc., complete on as required basis.

4.2 The Final Feasibility Reports must consist the Feasibility & Suitability for constructing modern wholesale / Retail markets consisting of Technical Feasibility, Financial viability, Environmental issues, Social issues, Legal & Regulatory issues, Land Classification issues, Other issues, if any.

4.3 Phasing Plan for each of the options.

4.4 Detailed Project Report (DPR)

4.5 To conduct necessary site surveys, field investigations, etc., as per relevant IS / IRC Codes & guidelines.

4.6 To prepare Conceptual &detailed plan, detailed designs, architectural plans, structural designs and Detailed Drawings with good for construction drawings for the project area

4.7 Conceptual plans and detailed drawings – The plans and detailed drawings shall incorporate all of the design information into a cohesive and aesthetic vision.

4.8 Market shall be designed with adequate Walkways, drains, shelters, causeways, fencing, access ramps / steps, crossings, parking, solar plants, lighting, firefighting facilities, rest room, display systems, cold storage facilities, water & sanitation, storm water drains, facilities for disposal of liquid waste & solid waste, recycling,

horticulture, greeneries, plantation, traffic & walkers circulation area, entrance arches, design of approach roads, other green concepts with required modern amenities and infrastructure facilities, etc., as required basis. The proposed market should be accessible during all weather condition with necessary drainage arrangements.

4.9 The proposed wholesale markets shall be provided with all modern amenities, facilities & infrastructure and should be designed elegantly reflecting the culture with necessary architectural designs, on as required basis, etc., complete.

4.10 Visitors' movement Plan –. The plan will indicate the parking facilities required as well as giving an overview of the visitors movement within the market itself along with necessary traffic circulation plan, parking slots, etc.

4.11 Design for self- sustainability – Maintenance of the market will require planning an ongoing source of funds to pay for maintenance of assets, cleaning staff etc.

4.12 Operations & maintenance plan – The consultants shall prepare an O&M protocol / maintenance management plan for the routine maintenance and also suggest institutional structures for such maintenance.

4.13 Necessary 2D and 3D drawings, plans, perspectives, etc., shall be prepared and presented for the finalised option as part of the feasibility report, as required.

4.14 Based on the study of the techno-economic feasibility of construction of Markets in the identified locations, identify any social and R&R and environmental issues in the project.

4.15 To study Environmental and Social impacts arising as per GOK guidelines.

4.16 Design the structural elements as per relevant IS/IRC with detailed design, estimates and drawings including economic analysis.

4.17 To prepare bid documents with necessary packaging, good for construction drawings and tender schedules, specifications, etc., complete.

4.18 **A three-minute walkthrough' shall be made for the final approved plan for each of the location as part of the final DPR.**

4.19 The consultant responsibility would also include:

4.20 **Data**

The details given in the technical conditions and specifications taken in conjunction with the study should be reasonable. The nature of the overall contract is such that after the proposal, the consultant shall be wholly responsible for all the details of the proposal, the physical and site conditions, the execution methodology etc. All data utilized in preparation of the proposal shall be presented indicating the sources of the data and also on the basis of

assumptions, if any. The consultant shall be responsible for all the data or designs and drawings given by them.

4.21 **2.2 Project Site Survey and Analysis**

The consultant shall conduct his own studies and prepare estimates based on schedule of rates specified by KPWD, Government of Karnataka but updated to reflect actual market conditions. The BBMP / concerned shall not be responsible (except as to risks specifically accepted under the conditions of contract) for the validity of the project detailed designs and estimates. The consultant shall be fully responsible for the same.

4.22 **Survey**

The Project sites and their measurements shall be indicated by the BBMP. The consultant shall be responsible for its field validation and necessary verification.

4.23 **Soil Investigation and Tests**

Geotechnical investigation including bore holes with SPT 'N' values, collection of samples and suitable tests as per relevant I.S. Standards have to be done by consultants to arrive at design parameters for the formation and safe bearing capacity.

4.24 **Stakeholders:**

4.25 Identify the various groups who have an interest or a stake in the project. Stakeholders are those who are likely to be affected by a project, as well as those that may influence the project's outcomes. In addition to the beneficiaries of the project and other groups directly affected by it, stakeholders may include organized groups from the public and private sectors as well as civil society who have an interest in the project. Based on the findings of the stakeholder analysis, the Consultant will undertake a comprehensive consultation and participation process in the project area. This will include specific consultation with intended project beneficiaries and likely affected social groups on the proposed project objectives, components and implementation arrangements.

4.26 Participation: Examine opportunities and conditions for participation by stakeholders – particularly the excluded groups and women – in the project (e.g. implementation and/or monitoring; influencing decision-making; holding public institutions accountable for the services they are bound to provide; access to project benefits and opportunities; etc.).

4.27 Consultations shall be preceded by a systematic stakeholder analysis, which would (a) identify the individual or stakeholder groups relevant to the project and to environmental issues, (b) include expert opinion and inputs, (c) determine the nature and scope of consultation with each type of stakeholders, and (d) determine the tools to be used in contacting and consulting each type of stakeholders. A systematic consultation plan with attendant schedules will be prepared for subsequent stages of project preparation as well as implementation and operation, as required. Where community consensus is required in

respect of proposed mitigation measures for impacts on community assets including water bodies, places of worships etc., specific plan for modification/relocation etc have to be disclosed and consensus obtained.

4.28 Clearances :- Consultants to coordinate with different civic agencies to obtain the necessary suggestions & clearances including DEPARTMENT OF ARCHAEOLOGY MUSEUMS AND HERITAGE.

4.29 Liquidated Damage: The time allowed for carrying out the work as indicated Time schedule in this quotation document shall be strictly observed by the consultant. The work shall throughout the stipulated period of the contract be proceeded with all due diligence and if the consultant fails to complete the work within the specified period, he shall be liable to pay compensation liquidated damage of 1.0 % of the contract value per week subject to maximum amount of 10% of the contract value. In case delay is caused due to conditions beyond the control of the consultant, BBMP may make fair and reasonable extension of time to its satisfaction.

4.30 2.7 Site Details:

Site plan enclosed.

5 SCHEDULE FOR COMPLETION OF THE ASSIGNMENT.

The time of completion of the assignment is 3 Months.

Sl. No	Stage	Deliverable	Timeline	Payment schedule
1.	Submission and approval	An overview of the project, along with a plan of action on how the consultant is proposing to execute the project with clear timelines and milestones. Collection, reviews based on secondary data from various stakeholders. This shall consist of an appreciation of the existing situation, and the proposed methodology, PPP options and its suitability.	Within 2nd week from the date of issue of LOA.	15% of the contract
2	Submission and approval of Draft Feasibility Report	Draft Feasibility Report covering feasibility, details of traffic and site surveys, suitability for development, alternatives, various options, details of facilities & amenities proposed, compliances to various guidelines, concepts with block cost estimates along with 2D and 3Ds.	Within 3rd Week	
3	Study report with design, drawings, BOQ, estimate.	Conducting gap analysis, anticipated points, improvement opportunities and quantum of work involved for achieving desired (Certified/Silver/Gold/ Platinum) rating along with design calculations, deciding specifications, preparation of drawings,	Within 6th Week	20% of the contract amount

		designs of required renovation works, detailed BOQ estimates. The designs, drawings, estimates and works involved shall be approved by the BBMP and the BBMP reserves the absolute rights for omitting any or all the works suggested by the consultant.		
4	Preparation of tenderable Bid Documents.	Preparing detailed tender documents for works, complete with articles of agreement, special conditions, conditions of contract, specification, bill of quantities, including detailed analysis of rates based on market rates, time and progress charts, etc., technical evaluation and recommendation for work awarding.	Within 8th Week	
5	Submission and approval of Draft Final Report with Draft Bid Docum ent Report	This report shall furnish detailed architectural working drawings, specifications for materials and works, detailed cost estimates and Bill of Quantities for the preferred alternative with draft Bid Documents., etc., complete.	Within 10th Week	20% of the contract amount
6	Submission and approval of Final Report with Final Bid Document Report	Report covering all the above deliverables and incorporating the suggestions made by BBMP with Final Bid Documents consisting of all the above.	Within 11th Week final report	20% of the contact amount

NOTE :- The remaining 25 % of payment will be reserved till the approval of designs & working drawings. However, release of part payments (of this 25%) may be considered during the progress of work. Release of all the payments are subjected to the availability of funds / financial condition of BBMP.

The consultants have to make necessary presentations and shall be available for discussions with necessary key personnel, before the Department / Government during various stages of the study as and when required, apart from the review committee reviews.

5.0 DATA, SERVICES AND FACILITIES TO BE PROVIDED BY BBMP.

The BBMP shall provide the consultant with available reports, data and services appropriate to achieve the objectives of the study. However, the consultant shall be responsible for the analysis and interpretation of all data received and to undertake other studies to validate the data and give conclusions and recommendations derived from these data.

6 Final Outputs : Reporting Obligations

The consultant has to submit 3 copies for each of the deliverables and submit hard and soft copy of all reports and Auto CAD drawings. The hard copies shall be printed in duplex mode wherever possible. All the designs, data and editable version of the reports shall be submitted in the soft copies. The Final Report (Approved version) shall be submitted in hard bound 3 copies with soft copy (both Editable & non editable and all drawings, etc.) in Pen Drive. The report layout and arrangement of chapters shall be shared with the Employer to prior to submission of the reports.

The consultants shall make necessary presentation to BBMP with their key staff during the various stages of the study on as required basis.

7.0 REVIEW AND MONITORING OF CONSULTATNS WORK

1. A Review committee comprising Chief Engineer (Project-Central), Superintending Engineer (Project-Central) and Concerned Executive Engineer (Project-Central) as convener will review the input/progress etc., of consultants work on daily basis.

2. The BBMP will make periodic review of the progress of the work but there are a number of key outputs, which shall condition the continuing of work. The consultant shall also produce working papers on important issues as required by the BBMP. In addition BBMP if required will review periodic progress reports and the draft bidding documents and supporting material.

3. The Executive Engineer (Project-Central-4), BBMP shall function as a study contract coordinator to oversee the study and provide a principal point of contact on behalf of the BBMP.

4. The Consultants shall present detailed project report to the Technical Advisory Committee (TAC) of the BBMP who will review the technical details on behalf of the BBMP and suggest necessary modification / additional work needed which have to be incorporated in the reports to be submitted. Further it is the obligation of the consultant to see that the DPR is cleared by the TAC of BBMP.

8 Key Professionals For The Required Services

S. No.	Key Professional	Experience	Marks / Points
1	Team Leader	Master's Degree in Urban Design / Architect with about 5 years' experience in similar assignments.	20
2	Deputy Team Leader	Master's Degree in Architecture / Environmental Engineering with about 5 years' experience in similar assignments.	10
3	Architect	A graduate in Architecture with about 5 years' experience in preparation of layouts for bus terminals or commercial complexes or modern markets with support services.	5
4	Civil / Geotechnical Engineer	A Postgraduate / Graduate in Civil Engineering with about 5 years' experience in similar assignments.	5
5	Structural Engineer	A Postgraduate in Structural Engineering with about 5 years' experience in design of RCC structures and similar Structures.	5
6	Traffic & Transportation Engineer	Master's Degree in Traffic and Transportation Engineering with about 5 years' experience in similar assignments.	5
7	Financial Specialist	Chartered Accountant or MBA finance with minimum 3 years' experience with adequate exposure to financial, costing, cost benefit analysis and economic analysis for various urban infrastructure facilities / Projects.	5
8	Quantity Surveyor / Contract Specialist	A graduate in Civil Engineering with minimum 3 years' experience in preparation of similar contracts	5
9	M E P Engineer	A graduate in Mechanical / Electrical Engineering with minimum 5 years' experience in preparation of similar contracts	5

a) Stage wise payment will be made, based on stage wise output and on submission and acceptance of the stage wise report by the Review Committee, for each of the market location.

b) Stage wise separate Reports and Tenderable Bid documents under various

packages shall be submitted for each of the location

The consultants shall include necessary support staff for fulfilling the requirements of this project.

1) Copy of the degree certificate / educational qualifications has to be enclosed with the C.V
2) The above team should be supported by adequate support staff/experts / specialists in the field of environmental, architects, Civil / geotechnical, structural, electrical, mechanical landscaping, , financial experts, economic experts, surveyors and other experts / specialists etc., on as required basis with adequate experience to ensure that the objectives of the project are achieved within the timelines. The proposed team leader shall be assigned full-time for this project and shall not be associated with any other full- time ongoing assignment with any other Employer. The Team Leader shall be full time professional to be stationed in Bengaluru till the completion of Study.
3) Field survey staff: Sufficient field survey staff to be allocated for the survey of road network and other details.
4) A site plan showing the layout is attached with this ToR for Bidder's reference only.

FINANCIAL INFORMATION FOR PURPOSES OF EVALUATION

The Application must be accompanied by the standalone Audited financial statements of the Applicant for the last 5 (Five) financialyears, as per RFP.

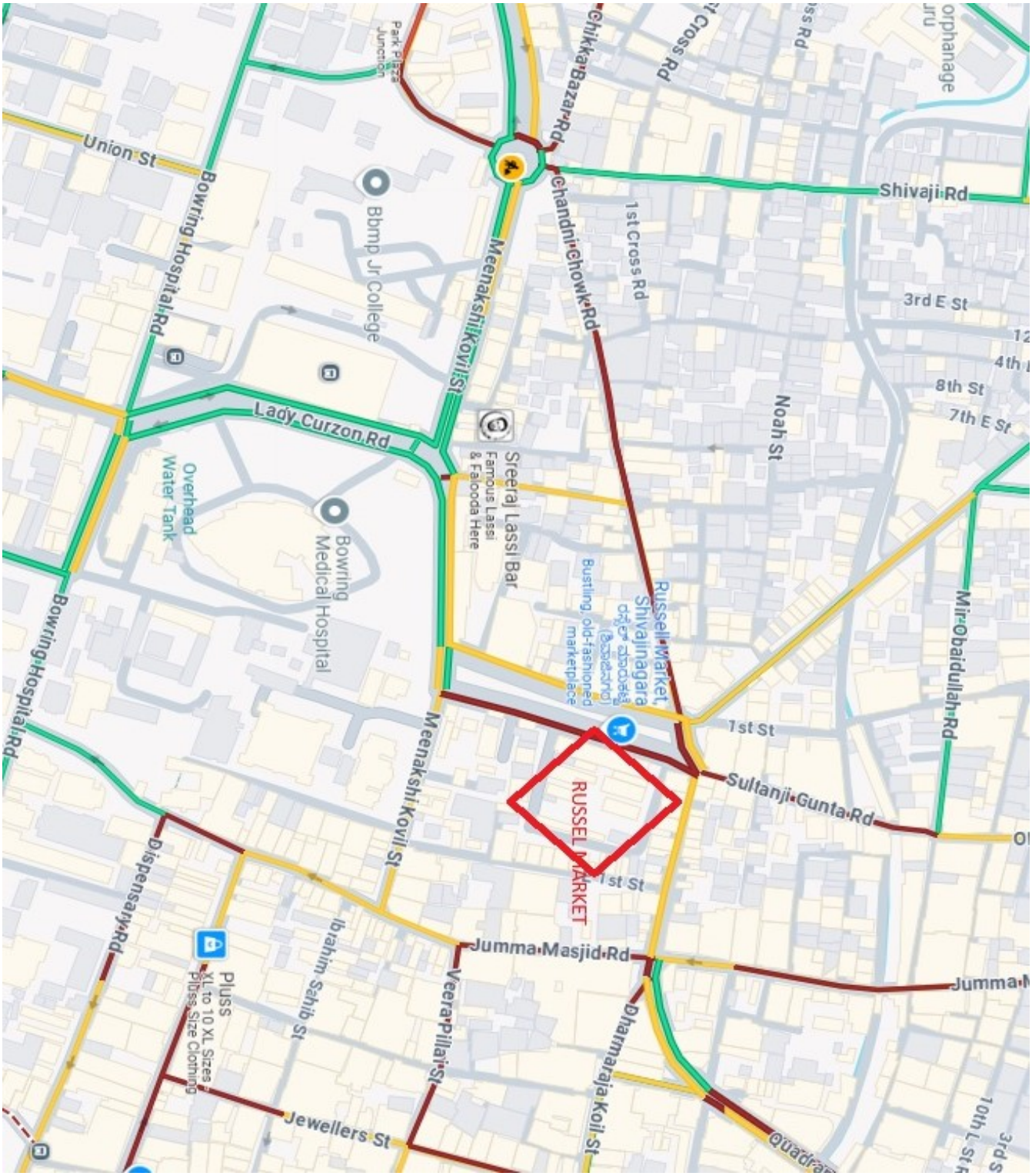
The Applicant must establish the minimum Net Worth specified in RFP and provide details as per formats.

Evaluation of Technical & Financial proposals ie BID- STAGE

The best design & Concept plan will be selected among the Pre-qualified participants by the Committee as formed by the Chief Commissioner under its sole discretion & financial bid of best Concept so selected will only be opened. The details will be Speltout in next stage of Tendering i.e. BID-STAGE.

Study Area Location Map

Location –



SECTION V : CONTRACT FOR CONSULTANT'S SERVICES

between

_____

[Name of Employer]

and

_____

[Name of Consultants]

Dated :

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I. FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 200___ , between, on the one hand, _____ (hereinafter called the "Employer") and, on the other hand, _____(hereinafter called the "Consultants").

[*Note: If the Consultants consist of more than one entity, the above should be partially amended to read as follows:

".....(hereinafter called the "Employer") and, on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Employer for all the Consultants' obligations under this Contract, namely, _____ and _____ (hereinafter called the "Consultants.")"]

WHEREAS

a. The Employer has requested Consultant to provide certain Consulting Services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services").
b. The Consultant, having represented to the Employer that they have the required Professional Skills, and Personnel and Technical Resources, have agreed to provide the Services on the Terms and Conditions set forth in this Contract.

NOW THEREFORE the Parties hereto hereby agree as follows:

1. The following Documents attached hereto shall be deemed to form an Integral Part of this Contract.

   a. The General Conditions of Contract (hereinafter called "GC");
   b. The Special Conditions of contract (hereinafter called "SC");
   c. The following Appendices:

      Appendix A: Description of the Services
      Appendix B: Reporting Requirements
      Appendix C: Key Personnel and Sub consultants
      Appendix D: Services and Facilities to be provided by the Employer
      Appendix E: Breakdown of Contract Price
      Appendix F: Form of bank Guarantee for Advance payments

2. The Mutual Rights and Obligations of the Employer and the Consultant shall be as set forth in the Contract, in particular:

a. The Consultant shall carry out the Services in accordance with the Provisions of the Contract; and

b. The Employer shall make Payments to the Consultant in accordance with the Provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be singed in their Respective Names as of the day and year first above written

FOR AND ON BEHALF OF [NAME OF EMPLOYER]	FOR AND ON BEHALF OF [NAME OF CONSULTANT]
By (Authorized Representative)	By (Authorized Representative)

I. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have thefollowing meanings:

(1.a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(1.b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(1.c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(1.d) "Contract Price" means the price to be paid for the performance of the Services, in accordancewith Clause 6;

(1.e) "GC" means these General Conditions of Contract;

(1.f) "Government" means the Government of Karnataka;

(1.g) "Local currency" means Indian Rupees;

(1.h) "Member", in case the Consultants consist of a joint venture of more than one entity, means any of these entities, and "Members" means all of these entities; 'Member in Charge' means the entity specified in the SC to act on their behalf in exercising all the Consultants' rights and obligations towards the Client under this Contract.

(1.i) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(1.j) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

(1.k) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(1.l) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(1.m) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(1.n) 'Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 **Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 **Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 **Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram or facsimile to such Party at the address specified in the SC.

1.5 **Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Employer may approve.

1.6 **Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Employer or the Consultants may be taken or executed by the officials specified in the SC.

1.7 **Taxes and Duties**

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price, but exclusive of GST.

2. Commencement, Completion, Modification and termination of Contract

2.1 **Effectiveness of Contract**

This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC.

2.2 **Commencement of Services**

The Consultants shall begin carrying out the Services within Seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 **Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 **Modification**

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 **Force Majeure**

2.5.1 Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations underthe Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for

additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the endof such period.

2.6 **Suspension:**

The Employer may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 **Termination**

2.7.1 By the Client

The Employer may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(7.1.a) if the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(7.1.b) if the Consultants (or any of their Members) become insolvent or bankrupt;

(7.1.c) if, as the result of Force Majeure, the Consultants are unable to perform a material portionof the Services for a period of not less than sixty (60) days; or

(7.1.d) if the consultant, in the judgment of the Client has engaged in corrupt or fraudulentpractices in competing for or in executing the Contract.

For the purpose of this clause:

"corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GOK of the benefits of free and open competition.

(7.1.e) if the Employer, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 By the Consultants

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(7.2.a) if the Employer fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(7.2.b) If the Employer is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(7.2.c) if, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 Cessation of Rights and Obligations

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;
(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;
(iii) any right which a Party may have under the Applicable Law.

2.7.4 Cessation of Services

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 andGC 3.8 .

2.7.5 Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(7.5.a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(7.5.b) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

3. Obligations of the Consultants:

3.1 General

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- consultants or third parties.

3.2 Conflict of Interests

3.2.1 Consultants Not to Benefit from Commissions, Discounts, etc.

The Remuneration of the Consultant pursuant to Clause 6.0 shall constitute the Consultant’s Sole Remuneration in connection with this Contract or the Services, and the Consultant shall not accept for his own benefit any Trade Commission, Discount or similar Payment in connection with Activities pursuant to this Contract or to the Services or in the Discharge of their Obligations under the Contract, and the Consultants shall use their best Efforts to ensure that the Personnel, any Sub Consultants, and Agents of either of them, similarly shall not receive any such Additional Remuneration.

3.2.2 Procurement Rules of Funding Agencies

If the Consultants, as part of the Services, have the responsibility of advising the Employer on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Employer. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Employer.

3.2.3 Consultants and Affiliates Not to engage in certain Activities

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 Prohibition of Conflicting Activities

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(2.4.a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(2.4.b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 Confidentiality

The Consultant, his Sub Consultants, and the Personnel of either of them shall not, either during the Term or within two (2) years after the Expiration of this Contract, disclose any Proprietary or Confidential Information relating to the Project, the Services, this Contract, or the Employer's Business or Operations without the Prior Written Consent of the Employer.

3.4 Insurance to Be Taken out by the Consultants

The Consultants (a) shall take out and maintain, and shall cause any Sub Consultants to take out and maintain at their (or the Sub Consultant's, as the case may be) own cost but on terms and conditions approved by the Employer, Insurance against the Risks, and for the Coverage, as shall be specified in the SC; and (b) at the Employer's Request, shall provide evidence to the Employer

showing that such Insurance has been taken out and maintained and that the current premiums have been paid.

3.5 **Consultants' Actions Requiring Client's Prior Approval**

The Consultants shall obtain the Employer's prior approval in writing before taking any of the following actions:

(5.a) entering into a subcontract for the performance of any part of the Services, it being understood

(5.a.i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub- consultant and its Personnel pursuant to this Contract;

(5.b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personneland Sub-consultants"), and

(5.c) any other action that may be specified in the SC.

3.6 **Reporting Obligations**

The Consultants shall submit to the Employer the reports and documents specified in Appendix B in theform, in the numbers, and within the periods set forth in the said Appendix.

3.7 **Documents Prepared by the Consultants to Be the Property of the Employer**

All Plans, Drawings, Specifications, Designs, Reports and other Documents and Software submitted by the Consultant in accordance with Clause 3.6 shall become and remain the Property of the Employer, and the Consultant shall, not later than upon Termination or Expiration of this Contract, deliver all such Documents and Software to the Employer, together with a Detailed Inventory thereof. The Consultant may retain a Copy of such Documents and Software. Restrictions about the future use of these Documents, if any, shall be specified in the SC.

3.8 **Equipment and Materials Furnished by the Employer**

Equipment and Materials made available to the Consultant by the Employer or purchased by the Consultant with Funds provided by the Employer shall be the property of the Employer and shall be marked accordingly. Upon Termination or Expiration of this Contract, the Consultant shall make available to the Employer in accordance with the Employer's Instructions. While in possession of such Equipment and Materials, the Consultant, unless otherwise instructed by the

Employer in writing, shall insure them at the Expense of the Employer in an amount equal to their Replacement Value.

4. Consultants' Personnel and Sub-Consultants

4.1 Description of Personnel

The Titles, Agreed Job Descriptions, Minimum Qualifications and Estimated Periods of Engagement in carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub Consultants listed by Title as well as by Name in Appendix C are hereby approved by the Employer.

4.2 Removal and/or Replacement of Personnel

(2.a) Except as the Employer may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(2.b) If the Employer finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Employer's written request specifying the grounds therefore, forthwith provide as a replacement a person with qualifications and experience acceptable to the Employer.

(2.c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Employer

5.1 Assistance and Exemptions

Unless otherwise specified in the SC, the Employer shall use its best efforts to ensure that the Government shall:

(1.a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(1.b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(1.c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 **Services and Facilities**

The Employer shall make available to the Consultant and its Personnel, for the Purposes of the Services and Free of any Charge, the Services, Facilities and Property described in Appendix D at the time and in the manner specified in said Appendix D, provided that if such Services, Facilities and Property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any Time Extension that it may be appropriate to grant to the Consultant for the Performance of the Services, (ii) the Manner in which the Consultant shall procure any such Services, Facilities and Property from other Sources, and (iii) the Additional Payments, if any, to be made to the Consultants as a result thereof.

6. Payment to the Consultants:

6.1 **Lump Sum Remuneration**

The Consultant's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub-consultants' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Consultant in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2 **Contract Price**

The Contract price is set forth in the SC.

6.3 **Payment for Additional Services**

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump sum price is provided in Appendices D and E.

6.4 **Terms and Conditions of Payment**

Payment will be made to the Account of the Consultant and according to the Payment Schedule stated in the SC unless otherwise stated in the SC, the First Payment shall be made against the provision by the Consultant of a Bank Guarantee for the same amount, and shall be valid for the Period stated in the SC. Any other Payment shall be made after the Conditions listed in the SC for such Payment have been met, and the Consultant has submitted an Invoice to the Employer specifying the amount due.

6.5 **Interest on Delayed Payments**

deleted

7. Settlement of Disputes

7.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2 Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

III. SPECIAL CONDITIONS OF CONTRACT

GC Clause Reference

1.1 (h)] The Member in Charge is Engineer-In-Charge.

1.4.1 The Addresses are:

Employer :
Attention : _____
Telex : _____
Fax : _____
E–mail : _____

Consultant : _____
_____
_____

Attention : _____
Telex : _____
Fax : _____
E – mail : _____

1.4.2 Notice shall be deemed to be effective as follows:

a. In the case of Personal Delivery or Registered Mail, on delivery.
b) In the case of Telex / E – mail, 24 hours following Confirmed Transmission.
c) In the case of Telegrams, 24 hours following Confirmed Transmission and
d) In the case of Facsimiles, 24 hours following Confirmed Transmission.

1.6] The Authorized Representatives are:

For the Employer:

For the Consultant:

1.7.1 The Consultant and its Personnel shall pay the Taxes, Duties, Fees, Levies and other Impositions levied under the Existing, Amended or Enacted Laws during the Life of this Contract and the Employer shall perform such Duties in regard to the Deduction of such Taxes as may be lawfully imposed.

1.7.2 However, the Consultancy Service Tax payable for this Consultancy Services shall be paid / reimbursed by the Employer separately as per the prevailing rate.

2.1] The Date on which this Contract shall come into Effect is: The Date of Agreement. Commencement of Services shall be as mentioned in the GC.

2.2] Expiration of Contract shall be at the end of Defect Liability Period.

[2.3 The period shall be till the completion of the project and 3 years Defect Liability Period

3.4] The Risks and the Coverages shall be:

a.i.1. Third Party Motor Vehicle Liability Insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Consultants or their Personnel or any Sub Consultants or their Personnel, for the period of Consultancy;

a.i.2. Third Party Liability Insurance, with a Minimum Coverage for Rs. 2, 00, 000/- for the Period of Consultancy;

a.i.3. Employer's Liability and Workers' Compensation Insurance in respect of the Personnel of the Consultants and of any sub Consultant, in accordance with the Relevant Provisions of the Applicable Law, as well as, with respect to such Personnel, any such Life, Health, Accident, Travel or other Insurance as may be appropriate;

a.i.4. Professional Liability Insurance, with a Minimum Coverage equal to total Contract Value for this Consultancy; and

a.i.5. Insurance against Loss of or damage to (i) Equipment purchased in whole or in part with Funds provided under this Contract (ii) the Consultant's Property used in the Performance of the Services, and (iii) any Documents prepared by the Consultant in the Performance of the Services.

3.7] The Consultant shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Employer.

5.1 (c)] Deleted.

6.2] The Amount of Contract is Rs. _____.

6.4] Payment Schedule

i. On entering into Agreement and against Submission of Bank Guarantee of 5% of Contract equivalent amount. Further, running bill Payment will be made as per Pro-rata basis against the certified bill amount of the contractor and further 5% of Contract Price will be released at the end of Defect Liability Period.

6.5 The Payment shall be made within 60 days of Receipt of the Invoice and within 90 days in the case of the Final Payment.

The Bank Guarantee towards security deposit shall be released after DLP period.

7.2] Disputes shall be settled by Arbitration in accordance with the following provisions.

7.2.1] Selection of Arbitrators

Each Dispute submitted by a Party to Arbitration shall be heard by a Sole Arbitrator or an Arbitration Panel composed of three Arbitrators, in accordance with the following provisions.

a. Where the Parties agree that the Dispute concerns a Technical Matter, they may agree to appoint a Sole Arbitrator or, failing Agreement on the identity of such Sole Arbitrator within thirty (30) days after Receipt by the other Party of the Proposal of a Name for such an Appointment by the Party who initiated the Proceedings, either Party may apply to the President, Institution of Engineers India, New Delhi; the President, Indian Road Congress (Roads and Bridge Works), New Delhi, for a List of not fewer than five Nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the Last Remaining Nominee on the list shall be the Sole Arbitrator for the Matter in Dispute. If the Last Remaining Nominee has not been determined in this manner within sixty (60) days of the Date of the List, the President, Institution of Engineers India, New Delhi; the President, Indian Road Congress (Roads and Bridge Works), New Delhi shall appoint, upon the Request of either Party and from such List or otherwise, a Sole Arbitrator for the matter in dispute.
b. Where the Parties do not agree that the Dispute concerns a Technical Matter, the Employer and the Consultant shall each appoint one Arbitrator and these two Arbitrators shall jointly appoint a Third Arbitrator, who shall chair the Arbitration Panel. If the Arbitrators named by the Parties do not succeed in appointing a Third Arbitrator within thirty (30) days after the latter of the Two Arbitrators named by the Parties have been appointed, the Third Arbitrator shall, at the Request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
c. If in a Dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its Arbitrator within thirty (30) days after the other Party has appointed its Arbitrator, the Party which has named an Arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi,

to appoint a Sole Arbitrator for the Matter in Dispute, and the Arbitrator appointed pursuant to such Application shall be the Sole Arbitrator for the Dispute.

7.2.2 Rules of Procedure

Arbitration Proceedings shall be conducted in accordance with the Procedure of the Arbitration and Conciliation act 1996, of India.

7.2.3 Substitute Arbitrators

If for any reason an Arbitrator is unable to perform his Function, a Substitute shall be appointed in the same manner as the Original Arbitrator.

7.2.4 Qualifications of Arbitrators

The Sole Arbitrator or the Third Arbitrator appointed pursuant to Paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized Legal or Technical Expert with Extensive Experience in relation to the Matter in Dispute.

7.2.5 Miscellaneous

In any Arbitration Proceeding hereunder

(a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bengaluru.

(b) The Decision of the Sole Arbitrator or of a Majority of the Arbitrators (or of the Third Arbitrator if there is no such Majority) shall be Final and Binding and shall be enforceable in any Court of Competent Jurisdiction, and the Parties hereby waive any Objections to or Claims of Immunity in respect of such Enforcement.

Supplementary Clauses

1. The PMC shall supervise and monitor the Work of the Contractor as per the Schedule or Time Frame agreed upon by both Employer and Contractor. In respect of the Shortfall in Progress (reviewed every fortnight), assessed due to the Delay on Part of the Consultant, the Consultant shall be liable to pay as Penalty, which will compounded after every Fortnight Delay, an amount equal to one percent (1%) of the total Fee for every Fortnight Delay subject to a maximum of ten percent (10%) of the total Fee. The Details will be ascertained at Time of the Agreement.

2. The Scheduled Time for Completion of PMC services is till completion of the project. Further, if the Project Period is extended beyond the Stipulated Time Frame for any reasons, no Extra Consultancy Charges shall be paid to the consultant.

1. APPENDICES

Appendix A: Description of the Services

[Give detailed descriptions of the Services to be provided; dates for completion of various tasks, place ofperformance for different tasks; specific tasks to be approved by Client, etc.]

Appendix B: Reporting Requirements

[List format, frequency, contents of reports and number of copies; persons to receive them; dates of submission, etc.If no reports are to be submitted, state here "Not applicable".]

Appendix C: Key Personnel and Sub-consultants

[List under: C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications. experience of Key Personnel to be assigned to work , and staff-months for each.

C-2 List of approved Sub-consultants [if already available]; same information with respect to their Personnel as in C-1 through C-2)]

Appendix D: Services and Facilities to be provided by the Employer

[List here under:

F-1 Services, facilities and property to be made available to the Consultants by the Client.]

Appendix E: Breakdown of Contract Price in Indian Rupees

List here the elements of cost used to arrive at the breakdown of the lump sum price :

1. *Monthly rates for local Personnel (Key Personnel and other Personnel)*

2. *Reimbursable expenditures :*

This appendix will exclusively be used for determining remuneration for additional services.

Appendix F: Form of Bank Guarantee for Performance Security

(Clause 9 of Information to Consultant)
(To be stamped in accordance with Applicable Stamp Act, if any)

Ref:_____ Bank Guarantee:_____Date: _____

To
The Chief Commissioner,
Bruhat Bengaluru Mahanagara Palike
N. R. Square
Bengaluru – 560 002

WHEREAS _____ [Name and address of Consultant] (hereinafter called "the Consultant") has undertaken, in pursuance of Contract No._____ dated _____ to provides the services on terms and conditions set forth in this Contract **"Consultancy Services including Proof Checking for Construction Supervision, Project Management and Quality Control for the Work of "Upgradation of Urban Primary Health Centers (UPHC's) , Referral and Maternity Hospitals in East Zone of BBMP limits"**

(hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee.

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of _____ [Amount of Guarantee] _____ [in Words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [Amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the Terms of the Contract or of the Services to be performed thereunder or of any of the Contract Documents which may be made between you and the Consultants shall in any way release us from any liability under this

guarantee, and we hereby waive notice of any such change, addition or modification. The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____ unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of ……. months i.e. upto 3 months beyond the expiry of Defect Liability Period of ……. months.

Signature and Seal of the Guarantor _____

In presence of

Name and Designation
(Name, Signature and Occupation)
Name of the Bank

Address
(Name and Occupation)
Date _____

Note : The bank guarantee shall be issued either by a bank (Nationalized/Scheduled) located in India